




# City of Santa Fe, New Mexico

# memo

**DATE:** August 24, 2015

**TO:** Public Works, CIP & Land Use Committee

**VIA:**   
Isaac J. Pino, P.E., Public Works Department Director

**FROM:** David A. Chapman, Grant Administrator-Writer / Interim ADA Coordinator 

## **BACKGROUND:**

In 2013, New Mexico State Legislature allocated \$216,000 to Solace Crisis Treatment Center "to plan, design, repair, renovate and equip the sexual assault service provider and trauma treatment center and site, including purchasing and installing information technology and related infrastructure in Santa Fe." This Agreement is identified as Project 13-1771. The NM Constitution prohibits a "donation"; therefore the City must own the building before appropriations can be expended.

## **ITEM AND ISSUE**

The Quitclaim, Lease and Repurchase Agreement ("Agreement") sets forth the terms for Solace's transfer of the building to the City for \$0, Solace's payment of rent to the City, and Solace's building repurchase. The Council approved a substantially similar "Prior Agreement" on 8/27/2014. The Agreement corrects and adds to the Prior Agreement as follows:

- Updates dates, related agreements and correcting the title.
- PREAMBLE "J" is corrected so that Solace only deeds the Improvements (not land) to the City.
- SECTION 3
  - o Gives a concrete monetary value for "fair rental value." §3A.
  - o Clarifies that Solace's services to be used as credit to pay the monthly rent must be "not otherwise compensated." §3A.
  - o Adds a due date for the monthly rent. §3A(1).
  - o Defers the monthly rent until Solace receives a Notice to Proceed (to facilitate returning parties to original position if L&R Agreement is rescinded). §3A(2).
- SECTION 4
  - o States the Police Department's lease in the building continues according to its terms (rather than be suspended). §4C.
  - o Clarifies that Solace will repurchase the building for an amount equal to the expended Appropriation plus any additional renovations (rather than based on an appraisal). §4A.
  - o Places the duty on Solace to record the transfer of title upon its repurchase. §4A.
  - o Adds an option to rescind L&R Agreement before a Notice to Proceed is received, returning Parties to their original position. §4C.

The Quitclaim Deed was also approved by Council; only the dates and document names have been updated.

**RECOMMENDED ACTION:**

We recommend the approval of the Quitclaim, Lease and Repurchase Agreement and approval of the Quitclaim Deed.

**ATTACHMENTS**

- Quitclaim, Lease and Repurchase Agreement and Quitclaim Deed
- Grant Agreement, Lease Agreement and Lease Repurchase Agreement and Quitclaim Deed, approved by Council 8/27/15; notes indicating changes (Prior Agreement)

**QUITCLAIM,  
LEASE AND REPURCHASE AGREEMENT**

THIS QUITCLAIM, LEASE AND REPURCHASE AGREEMENT, ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Santa Fe (hereinafter referred to as the "City"); and Solace Crisis Treatment Center (formerly known as the Santa Fe Rape Crisis & Trauma Treatment Center) (hereinafter referred to as "Solace") is for: (a) Solace's grant of a building ("Improvements") to the City; (b) Solace's lease of land to the City; (c) the City's lease of a building ("Improvements") to Solace and (d) Solace's option to repurchase the building ("Improvements") with renovations ("Renovations") from the City. The repurchase of the building with this Agreement is conditioned upon all of the following occurring; 1) the City fully executes a Grant Agreement with the Department of Finance (DFA), Local Government Division (LGD) for the purpose of granting funds to the City in the amount of two hundred and sixteen thousand dollars (\$216,000) from the local government division of the department of finance and administration which were appropriated to the LGD by the 51<sup>st</sup> Legislature of the State of New Mexico during the First Session of 2013 to plan, design, repair, renovate and equip the sexual assault service provider and trauma treatment center and site, including purchasing and installing information technology and related infrastructure in Santa Fe (hereinafter the "2013 Appropriation"); 2) the New Mexico Finance Authority (NMFA) and Los Alamos National Bank (LANB) fully executing the Consent and Agreement to Convey Mortgaged Property ("Consent to Mortgage"), Attachment "A" hereto; and 3) Solace executing the quitclaim deed to the City, Attachment "B" hereto.

**WHEREAS:**

A. Solace is the only sexual assault service provider and trauma treatment center providing the following services in the City of Santa Fe: education and training to promote the prevention of sexual violence; maintenance of crisis response services for those affected by sexual violence; assistance to survivors and their families to overcome the trauma associated with sexual violence; trauma treatment and rehabilitation for people affected by sexual violence; working with other groups, agencies, and organizations to inform, educate, respond and heal the community; providing a presence in the court on behalf of victims to better ensure justice for all parties involved in sexual violence.

B. Solace is the owner of certain real property and presently existing improvements (the "Improvements") located at 6601 Valentine Way, Santa Fe, New Mexico, 87507 (the land underneath the Improvements, excluding the Improvements is hereinafter the "Real Property") and which serves as its principal place of business from which it organizes, conducts, and otherwise performs all tasks in the pursuit of its mission.

C. Solace has expended federal and non-public funds to acquire, maintain, improve, and do all things necessary for the Real Property and Improvements thereon to serve as its principal place of business. The New Mexico Finance Authority and Los Alamos National Bank hold mortgages on the Improvements.

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D. The City has determined that the services that Solace provides are essential for the health, wellbeing, and safety of the community and there exists an ongoing need for such services to continue in the City of Santa Fe. The City and Solace have entered into a Professional Services Agreement (hereinafter the "Services Agreement I") where the City pays Solace for services provided to community members under City Contract #15-0549, hereby attached as Attachment "C". The City also pays Solace for services for a domestic violence coordinator and training under City Contract #15-0549.

E. The City and Solace have determined that the Improvements located on the Real Property are in need of repair and renovation, including but not limited to roof repair, consistent with the terms and conditions of the Appropriation.

F. Solace did not obtain private sector financing for the repair and renovation. The 2013 legislature did make an appropriation for the repair and renovation. The City and Solace recognize that utilizing the 2013 Appropriation for its stated purpose will be for the benefit of the City and Solace as well as the public which they serve.

G. The City, in accordance with the Grant Agreement intends to expend the 2013 Appropriation to plan, design, repair, renovate and equip the Improvements(hereinafter "Renovations").

H. In order to satisfy the requirements of Article IX, Section 14 of the Constitution of the State of New Mexico and State Rule 2.61.68(G)(1)(A) NMAC, which prohibits donations to or in aid of any person, association, or public or private corporation, Solace has agreed to grant to the City by way of a quitclaim deed, a copy of which is attached as Attachment "B", all its rights title and interest in and to the existing improvements and the Renovations situated on the Real Property. Title to the Real Property shall remain with Solace.

I. Solace has an equitable interest in the Real Property and Improvements insofar as they were owned by Solace prior to being further improved and insofar as private funds of Solace contributed to the acquisition and Improvements to the Real Property.

J. Solace, prior to deeding the Improvements to the City, will seek and receive written approval of the attached Consent to Mortgage, which is attached as Attachment "A", by the two existing mortgage holders, the New Mexico Finance Authority ("NMFA") and the Los Alamos National Bank ("LANB"). Solace wishes to, in the future, repurchase the Improvements and Renovations from the City through consideration of services provided to the City.

K. The City intends to make a determination that Solace as owner of the Real Property qualifies as the sole source under the procurement code for providing services through programs and activities upon the Real Property and utilizing the presently existing Improvements and future Renovations in pursuit of its mission.

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NOW THEREFORE, conditioned upon the City entering into and fully executing a Grant Agreement with the Local Government Division of the New Mexico Department of Finance and Administration for the purpose of granting funds to the City in the amount of two hundred and sixteen thousand dollars (\$216,000) from the local government division of the department of finance and administration which were appropriated to the LGD by the 51<sup>st</sup> Legislature of the State of New Mexico during the First Session of 2013 to plan, design, repair, renovate and equip the sexual assault service provider and trauma treatment center and site, including purchasing and installing information technology and related infrastructure in Santa Fe and upon NMFA and LANB fully executing the Consent to Mortgage and upon the quitclaim deed by Solace to the City, and in consideration of the foregoing, the following and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the City and Solace hereby agree as follows:

1. QUITCLAIM DEED OF THE IMPROVEMENTS FROM SOLACE TO THE CITY

Solace shall, by quitclaim deed, convey and grant all existing Improvements to the City, in the form attached as ~~Attachment~~ "B". The City shall record such deed in the County Clerk's office, Santa Fe County, New Mexico.

2. LEASE OF REAL PROPERTY FROM SOLACE TO THE CITY

Solace agrees to lease the Real Property under the existing Improvements and future Renovations to the City for one dollar (\$1.00) per year for so long as the City is fee simple owner of the existing Improvements and future Renovations.

3. LEASE OF IMPROVEMENTS AND RENOVATIONS FROM CITY TO SOLACE

After the recordation of the quitclaim deed, the City hereby agrees to lease to Solace the Improvements and the subsequent Renovations made pursuant to the 2013 Appropriation to Solace. Solace, as Lessee, shall be responsible for all maintenance and operation of the facility.

- A. Monthly Rent. The Monthly Rent for lease of the Improvements and Renovations shall be at fair rental value ("Monthly Rent") which shall be in direct proportion to the rent per square foot paid by the City for space in that same building (currently, 1,188 square feet of the 11,600 square foot building), minus overhead such as utilities, use of kitchen, alarm system, janitorial and receptionist services and use of fax/copy machines, which the City pays extra for. The Monthly Rent for the Improvements based on the City lease in effect with Solace at the time this Agreement equals \$13,533.33. In no event shall the Monthly Rent be less than an amount equal to the total monthly mortgage obligation owed by Solace to Los Alamos National Bank (LANB), the New Mexico Finance Authority (NMFA), or any other mortgagee (hereinafter the "Lease Amount"). The Monthly Rent amount to cover the mortgage obligation shall be paid monthly by Solace to the

mortgagees, currently, LANB and the NMFA, pursuant to the terms and conditions of any agreement establishing the manner for repayment of any loans secured by any mortgage on the Real Property or any improvements thereon and in accordance with the Consent to Mortgage executed by LANL and NMFA, attached hereto as Attachment "A". Any amount of services under the terms of Services Agreement I provided that exceed the contractual requirements and for which Solace is not otherwise compensated may be applied to the amount needed to account for the remainder of the Monthly Rent due.

1. Due Date: On the 20<sup>th</sup> of each month, Solace shall pay the Monthly Rent due, in either cash to the City or via an accounting of services rendered to the City under Services Agreement I, or any combination thereof, by providing such documentation to the City Community Services Department. Solace shall keep written records of these amounts and services according to the terms of Services Agreement I.
2. Deferral Prior to Receiving Notice to Proceed. During the period of time between the transfer of title of the Improvements from Solace to the City, to the time of Solace's receipt of the Notice to Proceed, the Monthly Rent payments due in excess of the monthly mortgage payments shall be deferred until after Solace's repurchase of the Improvements. Solace shall keep written records of these amounts and services according to the terms of Services Agreement I.

B. Repurchase Credits.

1. Monthly Credits. Any amount of services under the terms of Services Agreement I provided that exceeds the contractual requirements applied to the amount needed to account for the remainder of the Monthly Rent due can be counted to the amount needed to repurchase the building.
2. Excess Credits. Any amount of services under the terms of Services Agreement I provided that exceeds the contractual requirements and exceeds the Monthly Rent due can be counted to the amount needed to repurchase the building.
3. Solace shall keep written record on these amounts.

C. Police Department Lease. The lease between the City and Solace that currently exists in which the City, via the Santa Fe Police Department under City Contract #15, to pay Solace for use of a space in the presently existing improvements shall continue according to its terms.

4. SALE OF THE PRESENTLY EXISTING IMPROVEMENTS AND RENOVATIONS FROM THE CITY TO SOLACE

- A. If requested in writing by Solace, after the completion of the Renovations made pursuant to the 2013 Appropriation, the City may agree to sell the presently existing Improvements and Renovations back to Solace for an amount equal to the Appropriation plus any additional investment by the City or future legislative

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appropriations expended to make additional Renovations (the "Sale Amount"). The parties agree that the Sale Amount is subject to change in the event that the City or the State appropriates and utilizes additional funds for plan, design, repair, renovation and equipping, including purchasing and installing information technology and related infrastructure. Solace shall record such transfer of title in the County Clerk's office, Santa Fe County, New Mexico.

- B. Solace may pay the Sale Amount by: (a) providing at least \$216,000 in cash or Excess Credits; and (b) providing the remainder in cash or Monthly Credits.
- C. At any time before Solace receives a Notice to Proceed, either party may rescind this Agreement by providing written notice to the other party. All parties will return to their original positions. Primarily, the City will convey and grant via a quitclaim deed the existing Improvements back to Solace without any rent due for this period, and Solace shall record such deed in the County Clerk's office. The amount of Solace's accrued services, if any, in lieu of payment of Monthly Rent may be transferred as a services credit to the Services Agreement I.

#### 5. SERVICES TO BE PROVIDED BY SOLACE TO CITY IN LIEU OF PAYMENT OF CASH FOR FULL SALE AMOUNT

As stated in Paragraph 4, Solace may repurchase the Improvements and Renovations from the City, either by way of cash or, in lieu of cash, may provide the services for the City, which are in addition to services currently being compensated for by agreement as referenced in Paragraph 3. Such services may be in lieu of the Sale Amount in cash as long as the services are equal to or greater in value to the Sale Amount. Solace agrees to provide the City with the necessary documentation to prove that it has fulfilled the Sale Amount by the rendering of uncompensated services to the City.

#### 6. FUTURE RENOVATIONS

Except for Renovations made pursuant to the 2013 Appropriation which have already been authorized, initiated, or completed, the parties agree that no future improvements shall be made which significantly increase the Sale Amount unless agreed upon in writing by the City and Solace.

#### 7. TERM AND TERMINATION

A. This Agreement shall be effective from the date executed by both parties after approval and adoption by the Governing Body however, said execution shall not occur until the Consent to Mortgage is fully executed by NMFA and LANB and the Quitclaim Deed is recorded in the records of Santa Fe County clerk. The lease term from the City to Solace is one (1) year with additional one (1) year renewal terms, as needed. Solace, the Lessee, may renew the term

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by sending written notification to the City, the Lessor, no later than 15 days prior to the termination of the term.

8. ASSIGNMENT

Solace and City shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement.

9. LIABILITY AND INSURANCE

It is expressly understood and agreed by and between Solace and the City that Solace shall defend, indemnify and hold harmless the City for all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, actions or demands whatsoever resulting from Solace's actions or inactions as a result of this Agreement. Solace shall maintain adequate general liability insurance for the Real Property and Renovations in at least the amount of \$1,000,000.00 and shall provide proof of such insurance coverage to the City.

10. THIRD PARTY BENEFICIARIES

By entering into this Agreement the parties do not intend to create any right, title or interest in or for the benefit of any person or entity other than the City and Solace. No person or entity shall claim any right title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

11. RECORDS AND AUDITS

Solace shall maintain detailed time records which indicate the date, time and nature of all services which shall be credited as payments made toward lease and repurchase of the Renovations. These records shall be subject to inspection by the City, the Department of Finance and Administration, the State Auditor, and the Legislative Finance Committee. Any client-specific information produced, compiled, maintained, or produced by the Contractor, including protected health information, shall remain confidential and shall not be disclosed to the City or any other agency unless permitted by law.

12. APPROVAL BY ORDINANCE

The terms of this Lease Repurchase Agreement are contingent upon approval of this agreement by the City's Governing Body and the adoption of an ordinance, in accordance with notice and public hearing requirements of the City and State.

13. APPROVAL BY SECURED CREDITORS

The terms of this Lease Repurchase Agreement are contingent upon approval of this agreement by any creditor having a mortgage on the Real Property, in accordance with the terms

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and conditions of that creditor's agreement with Solace (Los Alamos National Bank and New Mexico Finance Authority).

14. SUBLEASES

Neither party shall sublease any portion of the Real Property, presently existing improvements, or Renovations, without the prior written approval of the other party.

15. FUTURE CONVEYANCES OF REAL PROPERTY, PRESENTLY EXISTING IMPROVEMENTS, OR RENOVATIONS

Neither party shall convey or encumber any interest in the Real Property, presently existing improvements, or Renovations, without the prior written approval of the other party.

16. AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties or applicable lienholders hereto.

17. APPLICABLE LAW

This Agreement shall be governed by the ordinances of the City of Santa Fe and the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date signed by both parties, whichever occurs last.

**CITY OF SANTA FE:**

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
JAVIER M. GONZALES, Mayor

\_\_\_\_\_  
KELLEY A. BRENNAN, City Attorney

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, City Clerk

APPROVED:

\_\_\_\_\_  
OSCAR S. RODRIGUEZ, City Finance Director

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**CONTRACTOR:**

MARIA JOSE RODRIGUEZ CADIZ  
Executive Director  
Solace Crisis Treatment Center

[illegible]

The foregoing instrument was signed and sworn before me on \_\_\_\_\_, 2015, by MARIA JOSE RODRIGUEZ CADIZ as Executive Director of SOLACE CRISIS TREATMENT CENTER.

Notary Public

My Commission Expires:

(seal)



**CONSENT AND AGREEMENT TO CONVEY  
MORTGAGED PROPERTY**

THIS CONSENT AND AGREEMENT TO CONVEY MORTGAGED PROPERTY (hereinafter "Consent"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between Solace Crisis Treatment Center (formerly known as the Santa Fe Rape Crisis & Trauma Treatment Center) (hereinafter referred to as "Mortgagor") and the New Mexico Finance Authority and Los Alamos National Bank (collectively referred to as "Mortgagees"), which hereby consent to the transfer and conveyance of the building and other presently existing improvements, situated upon the land subject of the Mortgage referenced herein, to the City for the reasons stated below, subject to the terms and conditions provided herein.

**WHEREAS:**

A. Mortgagor is the owner of the fee simple interest in certain real property consisting of the land (hereinafter "Land") and improvements located thereon (hereinafter "Improvements") (collectively referred to as the "Mortgaged Property") located at 6601 Valentine Way, Santa Fe, New Mexico, 87507 which serves as its principal place of business from which it organizes, conducts, and otherwise performs all tasks in the pursuit of its mission.

B. Mortgagor and Mortgagees are parties to a properly executed and valid Mortgage on the Mortgaged Property, securing the debt of the Mortgagor to the Mortgagees, filed with the Clerk of Santa Fe County on February 2, 2009 as Instrument No. 1550886 (the "Mortgage"). A true and correct copy of the Mortgage is attached hereto as Attachment A and the terms and conditions of the same are incorporated herein by reference.

C. The Mortgage at Paragraph 10 on Page 5 places specific restrictions on the Mortgagor's ability to sell, transfer, convey, or alienate the Mortgaged Property, for any purpose, without the prior written consent of the Mortgagees.

D. For the reasons that follow, the Mortgagees will consent to a transfer or conveyance of the Improvements to the City on the terms and conditions stated herein.

E. The 2013 NM State Legislature appropriated two hundred and sixteen thousand dollars (\$216,000.00) from the Department of Finance and Administration (DFA), Local government Division (LGD) by the 51<sup>st</sup> Legislature of the State of New Mexico during the First Session of 2013 to plan, design, repair, renovate and equip the sexual assault service provider and trauma treatment center and site, including purchasing and installing information technology and related infrastructure in Santa Fe (hereinafter the "2013 Appropriation"); and the City, in accordance with DFA requirements, intends to expend the 2013 Appropriation to plan, design, repair, renovate and equip the Improvements.

F. Mortgagor is the only sexual assault service provider and treatment center providing the following services in the City of Santa Fe: education and training to promote the prevention of sexual violence; maintenance of crisis response services for those affected by sexual violence; assistance to survivors and their families to overcome the trauma associated with sexual violence; treatment and rehabilitation for people affected by sexual violence; therapeutic services to sexually aggressive children to stop the cycle of sexual violence; working

with other groups, agencies, and organizations to inform, educate, respond and heal the community; providing a presence in the court to better ensure justice for all parties involved in sexual violence.

G. The City has determined that the services that Mortgagor provides are essential for the health, wellbeing, and safety of the community and there exists an ongoing need for such services to continue in the City of Santa Fe.

H. The City and Mortgagor have determined that the 2013 Appropriation should be utilized towards the design, improvement, equipment and renovation of the Improvements on the Mortgaged Property consistent with the terms and conditions of the 2013 Appropriation.

I. The City and Mortgagor recognize that utilizing the 2013 Appropriation for the purpose for which it was created will be for the benefit of the City and Mortgagor as well as the public which they serve.

J. In accordance with DFA's requirements, the City shall expend the 2013 Appropriation to plan, design, repair, renovate and equip the Improvements on the Mortgaged Property.

K. In order to satisfy the requirements of Article IX, Section 14 of the Constitution of the State of New Mexico, which prohibits donations to or in aid of any person, association, or public or private corporation, the City will require Mortgagor to convey and transfer to the City by way of a quitclaim deed, a copy of which is attached as Attachment B, all its rights, title, and interest in the presently-existing Improvements located on the Land. After the expenditure of the full 2013 Appropriation to design, improve, equip and renovate the Improvements, Mortgagor intends to re-purchase the Improvements, as improved and renovated, from the City for the fair market value of the 2013 Appropriation and any additional future improvements, pursuant to a Services Agreement and a Quitclaim, Lease and Repurchase Agreement which will be executed upon Mortgagees' written consent. Title to the Land situated under the Improvements will, at all times, remain with the Mortgagor and shall not transfer to the City.

NOW THEREFORE, in consideration of the foregoing, the following and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Mortgagor and Mortgagees agree as follows:

1. CONSENT TO TRANSFER AND CONVEY

a. Mortgagees consent that Mortgagor may transfer and convey the Improvements to the City, for the purpose stated in the recitals above which are incorporated herein, subject to the following conditions.

b. Mortgagees agree that the transfer and conveyance authorized by this Consent shall not give rise to a default under the Mortgage.

2. CONDITIONS OF CONSENT

a. Mortgagor shall remain obligated as provided by any promissory note which is secured by and referenced in the Mortgage, and nothing herein or in any other agreement in which the Mortgagor is a party concerning the Mortgaged Property, Land, or any Improvements shall be construed to modify, revise, or otherwise impair Mortgagees' rights its notes or its Mortgage.

b. Mortgagor shall continue to be bound by the terms and conditions of the Mortgage and nothing stated herein shall be construed to modify any term or condition therein agreed upon. Consequently, Mortgagor agrees that it will continue to act in accordance with all such terms and conditions of the Mortgage after the transfer and conveyance authorized by this Consent.

c. In the event of Mortgagor's default, as provided by the Mortgage, Mortgagees shall be entitled to avail themselves of all rights of which they are entitled under the Mortgage and applicable laws of the State of New Mexico, whether or not title to any Improvements on the Land has vested in the City or has been re-conveyed back to the Mortgagor.

d. Mortgagor shall keep Mortgagees reasonably apprised of any matters relating to this matter, especially as it relates to the Improvement, Land, and Mortgaged Property at the addresses indicated in the Mortgage at Paragraph 21.

e. Commonwealth Land Title Insurance Company, as indicated by the signature of its authorized representative below, provides assurance that the Loan Policy of Title Insurance (Policy No. L 6311007873) will continue to insure against all covered risks so long as the insured party under the policy retains an estate or interest in the Mortgaged Property or holds an obligation secured by a mortgage and that the insured party under this policy will continue to have coverage after the transfer and conveyance authorized by this Consent.

IN WITNESS WHEREOF, the parties have executed this Consent as of the date first written below.

**AS TO THE MORTGAGEES:**

**Approved by:**

\_\_\_\_\_  
Jeff Nitzel, Commercial Loan Officer  
Los Alamos National Bank

\_\_\_\_\_  
Robert P. Coalter, CEO  
New Mexico Finance Authority

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**ACKNOWLEDGEMENTS**

STATE OF NEW MEXICO    )  
  ) ss.  
COUNTY OF SANTA FE    )

The foregoing instrument was signed and sworn before me on \_\_\_\_\_, 2015 by  
Jeff Nitzel, as Commercial Loan Officer of LOS ALAMOS NATIONAL BANK.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(seal)

STATE OF NEW MEXICO    )  
  ) ss.  
COUNTY OF SANTA FE    )

The foregoing instrument was signed and sworn before me on \_\_\_\_\_, 2015 by Robert  
P. Coalter, as CEO of the NEW MEXICO FINANCE AUTHORITY.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(seal)

**AS TO THE MORTGAGOR:**

\_\_\_\_\_  
MARIA JOSE RODRIGUEZ CADIZ  
Executive Director  
Solace Crisis Treatment Center

\_\_\_\_\_  
DATE

**ACKNOWLEDGEMENT**

STATE OF NEW MEXICO     )  
  ) ss.  
COUNTY OF SANTA FE     )

The foregoing instrument was signed and sworn before me on \_\_\_\_\_, 2015 by MARIA JOSE RODRIGUEZ CADIZ as Executive Director of SOLACE CRISIS TREATMENT CENTER.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(seal)

Approved by:

Commonwealth Land Title Insurance Company

\_\_\_\_\_  
Authorized Representative for  
Commonwealth Land Title Insurance Company

\_\_\_\_\_  
DATE

STATE OF NEW MEXICO       )  
  ) ss.  
COUNTY OF SANTA FE       )

**ACKNOWLEDGEMENT**

The foregoing instrument was signed and sworn before me on \_\_\_\_\_, 2015 by \_\_\_\_\_  
as \_\_\_\_\_ (title) of COMMONWEALTH LAND TITLE  
INSURANCE COMPANY.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(seal)

# QUITCLAIM DEED

Solace Crisis Treatment Center, fka Santa Fe Rape Crisis and Trauma Treatment Center, Inc., a New Mexico non-profit corporation ("Grantor"), whose address is 6601 Valentine Way, Santa Fe, New Mexico, 87507, for good and adequate consideration as set forth in the Quitclaim, Lease and Repurchase Agreement dated \_\_\_\_\_, 2015, quitclaims to Grantee, the City of Santa Fe, a municipal corporation ("Grantee"), whose address is 200 Lincoln Ave., Santa Fe New Mexico 87504, **the buildings and all current and future improvements** situated on the following described real estate located at 6601 Valentine Way, City of Santa Fe, Santa Fe County, New Mexico, and being more particularly described as follows, to wit:

Tract 24, as shown and delineated on that certain plat entitled "TIERRA CONTENTA SUBDIVISION PHASE 1B, Unit 1, comprised of Lot 8, and a portion of Lot 9 of Section 12, All of Lot 7 of Section 13, Tract 8-A, Tract A-1, within Projected Section 11 and 14, Township 16 north, Range 8 East, of the New Mexico Principal Meridian", prepared by James B. Sanchez, NMPLS #12655, dated December 2, 1997 and filed as Document No. 1043,287 and recorded in Plat Book 396, pages 012-014, updated April 12, 1999, in the records of Santa Fe County, New Mexico

Subject to reservations, restrictions, easements of record and for existing utilities, and taxes for the year of 2015 and thereafter.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

GRANTEE:  
CITY OF SANTA FE

GRANTOR:  
SOLACE CRISIS TREATMENT CENTER

BY: \_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

BY: \_\_\_\_\_  
MARIA JOSE RODRIGUEZ CADIZ  
EXECUTIVE DIRECTOR

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL,  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY A. BRENNAN  
CITY ATTORNEY

Prior Agreement

ITEM # 14-0855

approved by  
Council  
8/27/14

GRANT AGREEMENT,  
LEASE AGREEMENT,  
AND LEASE REPURCHASE AGREEMENT

THIS GRANT AGREEMENT, LEASE AND LEASE REPURCHASE AGREEMENT, ("Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Santa Fe (hereinafter referred to as the "City"); and Solace Crisis Treatment Center (formerly known as the Santa Fe Rape Crisis & Trauma Treatment Center) (hereinafter referred to as "Solace") is for: (a) Solace's grant of a building ("Improvements") to the City; (b) Solace's lease of land to the City; (c) the City's lease of a building ("Improvements") to Solace and (d) Solace's option to repurchase the building ("Improvements") with renovations ("Renovations") from the City. The repurchase of a building with this Agreement is conditioned upon all of the following occurring; 1) the City fully executes a Grant Agreement with the Local Government Division of the New Mexico Department of Finance and Administration ("LGD") for the purpose of granting funds to the City in the amount of two hundred and sixteen thousand dollars (\$216,000) from the local government division of the department of finance and administration which were appropriated to the LGD by the 51<sup>st</sup> Legislature of the State of New Mexico during the First Session of 2013 to plan, design, repair, renovate and equip the sexual assault service provider and trauma treatment center and site, including purchasing and installing information technology and related infrastructure in Santa Fe (hereinafter the "2013 Appropriation"); 2) the New Mexico Finance Authority and Los Alamos National Bank fully executing the Consent to Mortgage, Exhibit hereto; and 3) Solace executing the quit claim deed to the City Exhibit hereto.

WHEREAS:

A. Solace is the only sexual assault service provider and trauma treatment center providing the following services in the City of Santa Fe: education and training to promote the prevention of sexual violence; maintenance of crisis response services for those affected by sexual violence; assistance to survivors and their families to overcome the trauma associated with sexual violence; trauma treatment and rehabilitation for people affected by sexual violence; working with other groups, agencies, and organizations to inform, educate, respond and heal the community; providing a presence in the court on behalf of victims to better ensure justice for all parties involved in sexual violence.

B. Solace is the owner of certain real property and presently existing improvements (the "Improvements") located at 6601 Valentine Way, Santa Fe, New Mexico, 87507 (the land underneath the Improvements, excluding the Improvements is hereinafter the "Real Property") and which serves as its principal place of business from which it organizes, conducts, and otherwise performs all tasks in the pursuit of its mission.

C. Solace has expended federal and non-public funds to acquire, maintain, improve, and do all things necessary for the Real Property and Improvements thereon to serve as its

CITY OF SANTA FE-SOLACE GRANT AGREEMENT, LEASE AND LEASE  
REPURCHASE AGREEMENT

APPROVED:

\_\_\_\_\_  
OSCAR S. RODRIGUEZ  
FINANCE DIRECTOR

\_\_\_\_\_  
21117.460150  
BUSINESS UNIT/LINE ITEM

ACKNOWLEDGEMENT

STATE OF NEW MEXICO   )  
  ) SS.  
COUNTY OF SANTA FE   )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2015 by Maria Jose Rodriguez Cadis, Executive Director of Solace Crisis Treatment Center.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
(seal)

principal place of business. The New Mexico Finance Authority and Los Alamos National Bank hold mortgages on the Improvements.

D. The City has determined that the services that Solace provides are essential for the health, wellbeing, and safety of the community and there exists an ongoing need for such services to continue in the City of Santa Fe. The City and Solace have entered into a Professional Services Agreement (hereinafter the "Services Agreement I") where the City pays Solace for services provided to community members under City Contract #14-0504. The City also pays Solace for services for a domestic violence coordinator and training under City Contract #14-0646 (hereinafter the "Services Agreement II") - *deleted. Not referred to again.*

E. The City and Solace have determined that the Improvements located on the Real Property are in need of repair and renovation, including but not limited to roof repair, consistent with the terms and conditions of the Appropriation.

F. Solace did not obtain private sector financing for the repair and renovation. The 2013 legislature did make an appropriation for the repair and renovation. The City and Solace recognize that utilizing the 2013 Appropriation for its stated purpose will be for the benefit of the City and Solace as well as the public which they serve.

G. The City, in accordance with the Grant Agreement intends to expend the 2013 Appropriation to plan, design, repair, renovate and equip the Improvements (hereinafter "Renovations").

H. In order to satisfy the requirements of Article IX, Section 14 of the Constitution of the State of New Mexico and State Rule 2.61.68(G)(1)(A) NMAC, which prohibits donations to or in aid of any person, association, or public or private corporation, Solace has agreed to grant to the City by way of a quitclaim deed, a copy of which is attached as an Exhibit, all its rights title and interest in and to the existing improvements and the Renovations situated on the Real Property. Title to the Real Property shall remain with Solace.

I. Solace has an equitable interest in the Real Property and Improvements in so far as they were owned by Solace prior to being further improved and in so far as private funds of Solace contributed to the acquisition and Improvements to the Real Property.

J. Solace, prior to deeding the Improvements and the Real Property to the City, will seek and receive written approval of the attached Consent to Mortgage, which is attached as an Exhibit, by the two existing mortgage holders, the New Mexico Finance Authority ("NMFA") and the Los Alamos National Bank ("LANB"). Solace wishes to, in the future, repurchase the Improvements and Renovations from the City through consideration of services provided to the City. *deleter. Erroneous.*

K. The City intends to make a determination that Solace as owner of the Real Property qualifies as the sole source under the procurement code for providing services through

CITY OF SANTA FE-SOLACE GRANT AGREEMENT, LEASE AND LEASE  
REPURCHASE AGREEMENT

programs and activities upon the Real Property and utilizing the presently existing Improvements and future Renovations in pursuit of its mission.

NOW THEREFORE, conditioned upon the City entering into and fully executing a Grant Agreement with the Local Government Division of the New Mexico Department of Finance and Administration ("LGD") for the purpose of granting funds to the City in the amount of two hundred and sixteen thousand dollars (\$216,000) from the local government division of the department of finance and administration which were appropriated to the LGD by the 51<sup>st</sup> Legislature of the State of New Mexico during the First Session of 2013 to plan, design, repair, renovate and equip the sexual assault service provider and trauma treatment center and site, including purchasing and installing information technology and related infrastructure in Santa Fe and upon NMFA and LANB fully executing the Consent to Mortgage and upon the quit claim deed by Solace to the City, and in consideration of the foregoing, the following and for other good and valuable consideration the receipt of which is hereby acknowledged the City and Solace hereby agree as follows:

1. QUIT CLAIM DEED OF THE IMPROVEMENTS FROM SOLACE TO THE CITY

Solace shall, by quitclaim deed, convey and grant all existing Improvements to the City, in the form attached as an Exhibit. The City shall record such deed in the County Clerk's office, Santa Fe County, New Mexico.

2. LEASE OF REAL PROPERTY FROM SOLACE TO THE CITY

Solace agrees to lease the Real Property under the existing Improvements and future Renovations to the City for one dollar per year for so long as the City is fee simple owner of the existing Improvements and future Renovations.

3. LEASE OF IMPROVEMENTS AND RENOVATIONS FROM CITY TO SOLACE

After the recordation of the quitclaim deed, the City hereby agrees to lease to Solace the Improvements and the subsequent Renovations made pursuant to the 2013 Appropriation to Solace. Solace, as lessee, shall be responsible for all maintenance and operation of the facility.

- A. Monthly Rent. The Rent for lease of the Improvements and Renovations shall be at fair rental value ("Monthly Rent"), but not less than an amount equal to the total monthly mortgage obligation owed by Solace to Los Alamos National Bank and the New Mexico Finance Authority (hereinafter the "Lease Amount"). The Monthly Rent amount to cover the mortgage obligation shall be paid monthly by Solace to Los Alamos National Bank and the New Mexico Finance Authority pursuant to the terms and conditions of any agreement establishing the manner for repayment of any loans secured by any mortgage on the Real Property or any improvements thereon and in

*HP changed  
# value given.*

CITY OF SANTA FE-SOLACE GRANT AGREEMENT, LEASE AND LEASE  
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Added:  
• due date  
• deferral

not otherwise compensated.

accordance with the Consent to Mortgage executed by LANL and NMFA, attached hereto as an Exhibit. Any amount of services under the terms of Services Agreement I provided that exceed the contractual requirements may be applied to the amount needed to account for the remainder of the Monthly Rent due.

B. Repurchase Credits.

1. Monthly Credits. Any amount of services under the terms of Services Agreement I provided that exceeds the contractual requirements applied to the amount needed to account for the remainder of the Monthly Rent due can be counted to the amount needed to repurchase the building.
2. Excess Credits. Any amount of services under the terms of Services Agreement I provided that exceeds the contractual requirements and exceed the Monthly Rent due can be counted to the amount needed to repurchase the building.
3. Solace shall keep written record on these amounts

C. Police Department Lease. The lease between the City and Solace that currently exists in which the City, via the Santa Fe Police Department under City Contract #14-0622, to pay Solace for use of a space in the presently existing improvements is suspended while the City owns that same space. *continues.*

4. SALE OF THE PRESENTLY EXISTING IMPROVEMENTS AND RENOVATIONS FROM THE CITY TO SOLACE

- A. If requested in writing by Solace, after the completion of the Renovations made pursuant to the 2013 Appropriation, the City may agree to sell the presently existing Improvements and Renovations back to Solace. The fair market value will be determined by an appraisal.
- B. Solace may pay the fair market value by: (a) providing at least \$216,000 in cash or Excess Credits; and (b) providing the remainder in cash or Monthly Credits.

amount of appropriation to other renovations.

Added:  
To preserve credits transferable.

5. SERVICES TO BE PROVIDED BY SOLACE TO CITY IN LIEU OF PAYMENT OF CASH FOR FULL SALE AMOUNT

As stated in Paragraph 4, Solace may repurchase the Improvements and Renovations from the City, either by way of cash or, in lieu of cash, may provide the services for the City, which are in addition to services currently being compensated for by agreement as referenced in Paragraph 3. Such services may be in lieu of the Sale Amount in cash as long as the services are equal to or greater in value to the Sale Amount. Solace agrees to provide the City with the necessary documentation to prove that it has fulfilled the Sale Amount by the rendering of uncompensated services to the City.

6. FUTURE RENOVATIONS

CITY OF SANTA FE-SOLACE GRANT AGREEMENT, LEASE AND LEASE REPURCHASE AGREEMENT

Except for Renovations made pursuant to the 2013 Appropriation which have already been authorized, initiated, or completed, the parties agree that no future improvements shall be made which significantly increase the Sale Amount unless agreed upon in writing by the City and Solace.

7. TERM AND TERMINATION

A. This Agreement shall be effective from the date executed by both parties after approval and adoption by the Governing Body however, said execution shall not occur until the Consent to Mortgage is fully executed by NMFA and LANB and the Deed is recorded in the records of Santa Fe County clerk. The lease term is one (1) year with additional one (1) year renewal terms, as needed. Lessee may renew the term by sending written notification to the Lessor no later than 15 days prior to the termination of the term.

8. ASSIGNMENT

Solace and City shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement.

9. LIABILITY AND INSURANCE

It is expressly understood and agreed by and between Solace and the City that Solace shall defend, indemnify and hold harmless the City for all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, actions or demands whatsoever resulting from Solace's actions or inactions as a result of this Agreement. Solace shall maintain adequate general liability insurance for the Real Property and Renovations in at least the amount of \$1,000,000.00 and shall provide proof of such insurance coverage to the City.

10. THIRD PARTY BENEFICIARIES

By entering into this Agreement the parties do not intend to create any right, title or interest in or for the benefit of any person or entity other than the City and Solace. No person or entity shall claim any right title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

11. RECORDS AND AUDITS

Solace shall maintain detailed time records which indicate the date, time and nature of all services which shall be credited as payments made toward lease and repurchase of the Renovations. These records shall be subject to inspection by the City, the Department of Finance and Administration, the State Auditor, and the Legislative Finance Committee. Any client-specific information produced, compiled, maintained, or produced by the Contractor, including protected health information, shall remain confidential and shall not be disclosed to the City or any other agency unless permitted by law.

CITY OF SANTA FE-SOLACE GRANT AGREEMENT, LEASE AND LEASE  
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12. APPROVAL BY ORDINANCE

The terms of this Lease Repurchase Agreement are contingent upon approval of this agreement by the City's Governing Body and the adoption of an ordinance, in accordance with notice and public hearing requirements of the City and State.

13. APPROVAL BY SECURED CREDITORS

The terms of this Lease Repurchase Agreement are contingent upon approval of this agreement by any creditor having a mortgage on the Real Property, in accordance with the terms and conditions of that creditor's agreement with Solace (Los Alamos National Bank and New Mexico Finance Authority).

14. SUBLEASES

Neither party shall sublease any portion of the Real Property, presently existing improvements, or Renovations, without the prior written approval of the other party.

15. FUTURE CONVEYANCES OF REAL PROPERTY, PRESENTLY EXISTING IMPROVEMENTS, OR RENOVATIONS

Neither party shall convey or encumber any interest in the Real Property, presently existing improvements, or Renovations, without the prior written approval of the other party.

16. AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties or applicable lienholders hereto.

17. APPLICABLE LAW

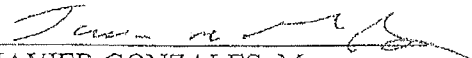
This Agreement shall be governed by the ordinances of the City of Santa Fe and the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date signed by both parties, whichever occurs last.

CITY OF SANTA FE:

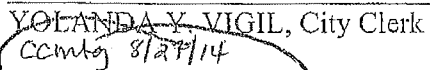
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

CITY OF SANTA FE-SOLACE GRANT AGREEMENT, LEASE AND LEASE  
REPURCHASE AGREEMENT

  
JAVIER GONZALES, Mayor

  
KELLEY BRENNAN, City Attorney

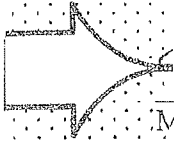
ATTEST:

  
YOLANDA Y. VIGIL, City Clerk  
CCmtg 8/27/14

APPROVED:  
  
CITY FINANCE DIRECTOR

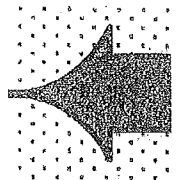


CONTRACTOR:



MARIA JOSE RODRIGUEZ CADIZ  
Executive Director  
Solace Crisis Treatment Center

Subscribed and Sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2014 by \_\_\_\_\_



\_\_\_\_\_  
Notary Public

CITY OF SANTA FE-SOLACE GRANT AGREEMENT, LEASE AND LEASE  
REPURCHASE AGREEMENT

p. 7

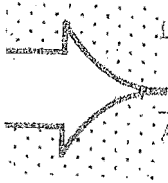
My Commission Expires:

CITY OF SANTA FE-SOLACE GRANT AGREEMENT, LEASE AND LEASE  
REPURCHASE AGREEMENT

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SECURED CREDITORS:

Approved by:

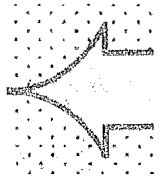


LOS ALAMOS NATIONAL BANK

Authorized Representative of LANB

Subscribed and Sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2014 by \_\_\_\_\_

\_\_\_\_\_  
Notary Public



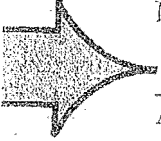
My Commission Expires:

CITY OF SANTA FE-SOLACE GRANT AGREEMENT, LEASE AND LEASE  
REPURCHASE AGREEMENT

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Approved by:

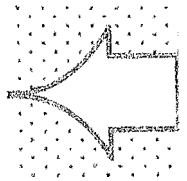
NEW MEXICO FINANCE AUTHORITY



\_\_\_\_\_  
Authorized Representative of NMFA

Subscribed and Sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2014 by \_\_\_\_\_

\_\_\_\_\_  
Notary Public



My Commission Expires:

CITY OF SANTA FE-SOLACE GRANT AGREEMENT, LEASE AND LEASE  
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**QUITCLAIM DEED**

Solace Crisis Treatment Center fka Santa Fe Rape Crisis & Trauma Treatment Center, Inc., a New Mexico non-profit corporation, Grantor whose address is 6601 Valentine Way, Santa Fe, New Mexico, 87507 for good and adequate consideration as set forth in the Lease and Lease Repurchase Agreement dated \_\_\_\_\_, 2014, quitclaims to the City of Santa Fe, a Municipal Corporation, Grantee, whose address is 200 Lincoln Ave., Santa Fe NM 87504, the buildings and all current and future improvements situate on following described real estate located at 6601 Valentine Way, City of Santa Fe, Santa Fe County, New Mexico and being more particularly described as follows, to wit:

Tract 24, as shown and delineated on that certain plat entitled "TIERRA CONTENTA SUBDIVISION PHASE 1B, Unit 1, comprised of Lot 8, and a portion of Lot 9 of Section 12, All of Lot 7 of Section 13, Tract 8-A, Tract A-1, within Projected Section 11 and 14, Township 16 north, Range 8 East, of the new Mexico Principal Meridian", prepared by James B. Sanchez, NMPLS #12655, dated December 2, 1997 and filed as Document No. 1043,287 and recorded in Plat Book 396, pages 012-014, updated April 12, 1999, in the records of Santa Fe County, New Mexico.

Subject to reservations, restrictions, easements of record and for existing utilities, and taxes for the year of 2014 and thereafter.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTEE:  
CITY OF SANTA FE

BY: Javier Gonzales  
JAVIER GONZALES, MAYOR

GRANTOR:  
SOLACE CRISIS TREATMENT CENTER

BY: Maria Jose Rodriguez Cadiz  
MARIA JOSE RODRIGUEZ CADIZ  
EXECUTIVE DIRECTOR

ATTEST:

YOLANDA Y. VIGIL  
CITY CLERK  
comtg 8/27/14

APPROVED AS TO FORM:

Kelley A. Brennan  
KELLEY BRENNAN,  
CITY ATTORNEY

APPROVED:

  
\_\_\_\_\_  
FINANCE DIRECTOR



21117.460150  
BUSINESS UNIT/LINE ITEM

ACKNOWLEDGEMENT

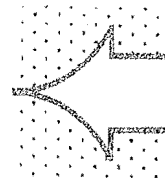
STATE OF NEW MEXICO )  
                                  ) SS.  
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2014 by Maria Jose Rodriguez Cadiz, Executive Director of Solace Crisis Treatment Center.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
(seal)



# *City of Santa Fe, New Mexico*

# **memo**

**DATE:** August 24, 2015

**TO:** Public Works, CIP & Land Use Committee

**VIA:**   
Isaac J. Pino, P.E., Public Works Department Director

**FROM:** David A. Chapman, Grant Administrator-Writer / Interim ADA Coordinator

**ISSUE:**

Request approval of a Professional Services Agreement (PSA) with Solace formerly known as the Santa Fe Crisis Treatment Center to act as Project Manager for a Severance Tax Bond (STB) appropriation agreement. The Agreement identified as Project 13-1771 is "to plan, design, repair, renovate and equip the sexual assault service provider and trauma treatment center and site, including purchasing and installing information technology and related infrastructure in Santa Fe."

The City will serve in the capacity of fiscal agent for these appropriations in order to distribute funds for the purposes specified in the STB Agreement. The beneficiary of these funds will in turn provide services to the public specified in the Professional Service Agreement between the City and the beneficiary (Solace).

**BUDGET:**

The funding will be applied to Business Unit and Line Item: 22825.572960 and 22825.592770 upon receipt and execution of STB Agreement 13-1771 from the Department of Finance and Administration (DFA).

**ACTION:**

Please recommend to the Finance Committee approval of this Professional Service Agreement between the City of Santa Fe and Solace.

**Cc:** Brian K. Snyder, City Manager  
Oscar S. Rodriguez, Finance Director

**Enc:** Professional Service Agreement  
Quitclaim Deed  
Draft Quitclaim Lease and Repurchase Agreement

**CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the City of Santa Fe, NM, a municipal corporation (the "City") and Solace Crisis Treatment Center (formerly known as the Santa Fe Rape Crisis & Treatment Center), (hereinafter referred to as the "Operating Agency" or "O/A"). The date of this Agreement shall be the date when it is executed by the City and the O/A, whichever occurs last.

**RECITALS**

**WHEREAS**, the 2013 NM State Legislature appropriated two hundred and sixteen thousand dollars (\$216,000.00), identified as Project # 13-1771, to the Department of Finance and Administration (DFA), Local government Division (LGD) by the 51<sup>st</sup> Legislature of the State of New Mexico during the First Session of 2013 to plan, design, repair, renovate and equip the sexual assault service provider and trauma treatment center and site, including purchasing and installing information technology and related infrastructure in Santa Fe (hereinafter the "2013 Appropriation");

**WHEREAS**, the O/A, is the owner of certain real property and presently existing improvements (the "Improvements") located at 6601 Valentine Way, Santa Fe, New Mexico 87507 (the land underneath the Improvements, excluding the Improvements, is hereinafter referred to as the "Real Property") and which serves as its principal place of business from which it organizes, conducts, and otherwise performs all tasks in the pursuit of its mission;

**WHEREAS**, The City has determined that the O/A, as owner of the Real Property and Improvements, qualifies as a sole source provider under the procurement code because it is the only sexual assault service provider and treatment center providing the following services in the

City: education and training to promote the prevention of sexual violence; maintenance of crisis response services for those affected by sexual violence; assistance to survivors and their families to overcome the trauma associated with sexual violence; trauma treatment and rehabilitation for people affected by sexual violence; working with other groups, agencies, and organizations to inform, educate, respond and heal the community; providing a presence in the court on behalf of victims to better ensure justice for all parties involved in sexual violence;

**WHEREAS**, the O/A has expended federal and non-public funds to acquire, maintain, improve, and do all things necessary for the Real Property and Improvements to serve as its principal place of business, and the New Mexico Finance Authority and Los Alamos National Bank hold mortgages on the Improvements;

**WHEREAS**, the City has determined that O/A's services are essential for the health, wellbeing and safety of the community and there exists an ongoing need for such services to continue in the City;

**WHEREAS**, The City and the O/A have determined that the Improvements located on the Real Property are in need of repair and renovation, including but not limited to roof repair, consistent with the terms and conditions of the Appropriation;

**WHEREAS**, the O/A did not obtain private sector financing for the repair and renovation; the 2013 legislature did make an appropriation for the repair and renovation; and the City and the O/A recognize that utilizing the 2013 Appropriation for its stated purpose will be for the benefit of the City and the O/A as well as the public which they serve;

**WHEREAS**, The City, in accordance with the requirements of the DFA intends to expend the 2013 Appropriation to plan, design, repair, renovate and equip the Improvements (hereinafter "Renovations");

**WHEREAS**, in order to satisfy the requirements of Article IX, Section 14 of the Constitution of the State of New Mexico and State Rule 2.61.6.S(G)(1)(a) NMAC, which prohibits donations to or in aid of any person, association, or public or private corporation, the O/A intends to immediately grant to the City by way of a Quitclaim Deed, a copy in substantial form is attached as Exhibit "A", all of O/A's rights, title and interest in and to the existing Improvements and the future Renovations situated on the Real Property;

**WHEREAS**, title to the Real Property upon which the Improvements and the future Renovations are situated shall remain with the OA and shall be leased to the City;

**WHEREAS**, upon execution of the Quitclaim Deed, the City shall lease to the O/A the Improvements and future Renovations at fair rental value;

**WHEREAS**, O/A intends to repurchase the Improvements and future Renovations for an amount equal to the 2013 Appropriation plus any additional investment by the City or future legislative appropriations expended to make additional Renovations, according to the terms of a certain Quitclaim, Lease and Repurchase Agreement, attached in its substantial form as Exhibit "B" ("Lease and Repurchase Agreement"); and

**WHEREAS**, this Agreement will establish the terms and conditions under which the O/A will be reimbursed by the City for the future Renovations of the Improvements.

**IN CONSIDERATION** of the foregoing recitals, the following provisions and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the terms and conditions set forth.

## AGREEMENTS

**NOW THEREFORE**, the parties mutually agree as follows:

1. O/A's SERVICES

During the entire term of this agreement, the O/A agrees to provide the following services in a satisfactory and proper manner, as determined by the City. These services include Project Manager services to implement the 2013 Appropriation, including but not limited to the following:

A. Scope of Project Manager Services

The O/A shall serve as the Project Manager over the renovation of the Improvements located at 6601 Valentine Way, Santa Fe, New Mexico 87507. O/A shall provide such services to include:

(1) Determining the future scope of work and solicit proposals to manage and oversee the services that include finalizing the design development, preparing the construction documents and overseeing the project administration for all phases of the project.

(2) Managing the design contracts, coordinating the work of all consultants providing architectural and engineering services and monitoring their progress to maintain deadlines.

(3) Preparing a project budget bases on cost estimates submitted by the architectural and engineering consultants.

(4) Soliciting applications from qualified contractors capable of providing the required construction services, and oversee the selection of a general contractor based on the best value for the service, as well as background, experience and ability to meet the construction timeline.

(5) Preparing construction contracts and submitting them to the Public Works Department for review.

(6) Acquiring such materials and equipment as may be required for the completion of the Renovations.

(7) Completing the future Renovations in accordance with the 2013 Appropriation.

(8) The 2013 Appropriation must be spent in accordance with all applicable federal, state and local laws, regulations, policies, and guidelines, including, but not limited to the City of Santa Fe's Procurement Code.

B. Standard of Performance; Licenses

(1) The O/A represents that it possesses and shall provide the personnel, experience and knowledge necessary to perform the services described under this Agreement.

(2) The O/A agrees to obtain and maintain throughout the terms of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

C. Reimbursement for Project Manager Services

(1) The City shall reimburse the O/A for costs incurred under the terms of this Agreement, a sum not to exceed two hundred and sixteen thousand dollars (\$216,000), inclusive of all applicable gross receipt taxes.

(2) The O/A shall submit invoices to the City for reimbursement of architectural/engineering and construction costs related to future Renovations in accordance with the 2013 Appropriation.

(3) Reimbursement shall be paid only for costs actually incurred by the O/A. Reimbursement shall be made upon receipt and approval by the City of detailed statements containing a report of costs incurred. The O/A shall submit to the City reimbursement requests with

documentation in support of each budgetary category. This documentation must include the original or certified copy of copies of invoices, vouchers, statement, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Agreement.

(4) All reimbursements to the O/A are subject to review and approval by the DFA before the City will reimburse any funds to the O/A. No sum shall be retained by the O/A for its services.

## 2. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and continuing authorization being made by the State for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the State, or if the State appropriation for this project is withdrawn; this Agreement shall terminate upon written notice being given by the City to the O/A. The City's decision as to whether sufficient appropriations are available shall be accepted by the O/A and shall be final, provided that the funds appropriated by the State for this project shall not be used for any other purpose by the City.

## 3. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on the earlier of: (i) the reversion date of the appropriation – June 30, 2017; (ii) the date of a fully executed repurchase agreement between the O/A and the City for the improvements and future Renovations, which shall not occur until the O/A's performance of services or payments of cash in an amount sufficient to repurchase the Improvements pursuant to the Lease and Repurchase Agreement; or (iii) unless sooner pursuant to Article 4, below.

## 4. TERMINATION

This Agreement may be terminated by the City upon at least 30 days written notice to the O/A, provided that termination by the City shall not immediately terminate contracts for work by third parties that may be in process, nor eliminate liability to pay costs for services required to complete the third-party services, without permitting development of a plan for reasonable conclusion of the work in progress.

A. The O/A shall provide a final plan for completion of work in process that has been initiated by third parties but not completed, and a schedule of time and costs to bring the renovations/improvement activity to a reasonable conclusion.

B. The O/A shall submit a monthly status report to the City's Grant Administrator by the 20<sup>th</sup> day of each month for the duration of the project in order to facilitate the City's Capital Project Monitoring System (CPMS) reporting requirements.

C. The O/A shall render a final report of the work performed and costs incurred up to the date of termination and shall turn over to the City original copies of all plans, and designs, or demonstration of work product completed under this Agreement

D. The City shall reimburse the O/A for the costs incurred for work satisfactorily performed through the date of termination as outlined in the final plan for completion of the work, and for which compensation has not already been paid.

##### 5. STATUS OF O/A; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The O/A and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The O/A, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. O/A shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by O/A in the performance of the services under this Agreement.

C. The O/A shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

6. CONFIDENTIALITY

Any confidential information provided to or developed by the O/A in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the O/A without the prior written approval of the City. Any client-specific information produced, compiled, maintained, or produced by the O/A, including protected health information, shall remain confidential and shall not be disclosed to the City unless permitted by law.

7. CONFLICT OF INTEREST

The O/A warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. O/A further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

8. ASSIGNMENT; SUBCONTRACTING

The O/A shall not assign or transfer any rights, privileges, obligations or other interest or any claim for money due under this Agreement, without the prior written consent of the City. The O/A shall not subcontract its obligation to provide project management services to be performed under this Agreement without the prior written approval of the City.

9. RELEASE

The O/A, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The O/A agrees not to purport to bind the City to any obligation not assumed herein by the City unless the O/A has express written authority to do so, and then only within the strict limits of that authority.

10. INSURANCE

A. The O/A, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage at least in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The O/A shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. O/A shall also obtain and maintain Workers' Compensation insurance, as required by law, to provide coverage for O/A's employees throughout the term of this Agreement. O/A shall provide the City with evidence of its compliance with such requirement.

C. O/A shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The O/A shall furnish the City with proof of insurance of O/A's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

D. It is expressly understood and agreed by and between the City and the O/A that the O/A shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from O/A's actions or inactions as a result of this Agreement, including the actions or inactions of O/A employees, agents, representatives and subcontractors.

11. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any provision of the New Mexico Tort Claims Act.

12. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the O/A. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

13. RECORDS AND AUDIT

The O/A shall maintain, throughout the term of this Agreement and for a period of six years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, the State Auditor, and the Legislative Finance Committee. The City shall have the right to audit the

billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

14. APPLICABLE LAW; CHOICE OF LAW; VENUE

O/A shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the O/A agrees that the laws of the State of New Mexico and the ordinances of the City shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

15. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

16. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. NON-DISCRIMINATION

During the term of this Agreement, O/A shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by O/A

hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

18. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired there

19. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
Attn: David A. Chapman  
Public Works Department  
P.O. Box 909  
Santa Fe, NM 87504

O/A:  
Attn: Maria Jose Rodriguez Cadiz  
Solace  
6601 Valentine Way  
Santa Fe, NM 87507

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date set forth below.

O/A:  
SOLACE

By: \_\_\_\_\_  
MARIA JOSE RODRIGUEZ CADIZ,  
EXECUTIVE DIRECTOR  
CRS # 01-884645-00-9  
Santa Fe Bus. Registration # 15-00028426

CITY OF SANTA FE:

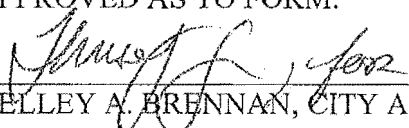
JAVIER M. GONZALES, MAYOR

DATE: \_\_\_\_\_

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR S. RODRIGUEZ, CITY FINANCE DIRECTOR

22825.572960 and 22825.272970

Business Unit & Line Item

# QUITCLAIM DEED

Solace Crisis Treatment Center, fka Santa Fe Rape Crisis and Trauma Treatment Center, Inc., a New Mexico non-profit corporation ("Grantor"), whose address is 6601 Valentine Way, Santa Fe, New Mexico, 87507, for good and adequate consideration as set forth in the Quitclaim, Lease and Repurchase Agreement dated \_\_\_\_\_, 2015, quitclaims to Grantee, the City of Santa Fe, a municipal corporation ("Grantee"), whose address is 200 Lincoln Ave., Santa Fe New Mexico 87504, **the buildings and all current and future improvements** situated on the following described real estate located at 6601 Valentine Way, City of Santa Fe, Santa Fe County, New Mexico, and being more particularly described as follows, to wit:

Tract 24, as shown and delineated on that certain plat entitled "TIERRA CONTENTA SUBDIVISION PHASE 1B, Unit 1, comprised of Lot 8, and a portion of Lot 9 of Section 12, All of Lot 7 of Section 13, Tract 8-A, Tract A-1, within Projected Section 11 and 14, Township 16 north, Range 8 East, of the New Mexico Principal Meridian", prepared by James B. Sanchez, NMPLS #12655, dated December 2, 1997 and filed as Document No. 1043,287 and recorded in Plat Book 396, pages 012-014, updated April 12, 1999, in the records of Santa Fe County, New Mexico

Subject to reservations, restrictions, easements of record and for existing utilities, and taxes for the year of 2015 and thereafter.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

GRANTEE:  
CITY OF SANTA FE

GRANTOR:  
SOLACE CRISIS TREATMENT CENTER

BY: \_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

BY: \_\_\_\_\_  
MARIA JOSE RODRIGUEZ CADIZ  
EXECUTIVE DIRECTOR

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL,  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY A. BRENNAN  
CITY ATTORNEY

OSCAR S. RODRIGUEZ  
FINANCE DIRECTOR

BUSINESS UNIT/LINE ITEM

[illegible]

## Notary Public

(seal)

**QUITCLAIM,  
LEASE AND REPURCHASE AGREEMENT**

THIS QUITCLAIM, LEASE AND REPURCHASE AGREEMENT, ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Santa Fe (hereinafter referred to as the "City"); and Solace Crisis Treatment Center (formerly known as the Santa Fe Rape Crisis & Trauma Treatment Center) (hereinafter referred to as "Solace") is for: (a) Solace's grant of a building ("Improvements") to the City; (b) Solace's lease of land to the City; (c) the City's lease of a building ("Improvements") to Solace and (d) Solace's option to repurchase the building ("Improvements") with renovations ("Renovations") from the City. The repurchase of the building with this Agreement is conditioned upon all of the following occurring; 1) the City fully executes a Grant Agreement with the Department of Finance (DFA), Local Government Division (LGD) for the purpose of granting funds to the City in the amount of two hundred and sixteen thousand dollars (\$216,000) from the local government division of the department of finance and administration which were appropriated to the LGD by the 51<sup>st</sup> Legislature of the State of New Mexico during the First Session of 2013 to plan, design, repair, renovate and equip the sexual assault service provider and trauma treatment center and site, including purchasing and installing information technology and related infrastructure in Santa Fe (hereinafter the "2013 Appropriation"); 2) the New Mexico Finance Authority (NMFA) and Los Alamos National Bank (LANB) fully executing the Consent and Agreement to Convey Mortgaged Property ("Consent to Mortgage"), Attachment "A" hereto; and 3) Solace executing the quitclaim deed to the City, Attachment "B" hereto.

**WHEREAS:**

A. Solace is the only sexual assault service provider and trauma treatment center providing the following services in the City of Santa Fe: education and training to promote the prevention of sexual violence; maintenance of crisis response services for those affected by sexual violence; assistance to survivors and their families to overcome the trauma associated with sexual violence; trauma treatment and rehabilitation for people affected by sexual violence; working with other groups, agencies, and organizations to inform, educate, respond and heal the community; providing a presence in the court on behalf of victims to better ensure justice for all parties involved in sexual violence.

B. Solace is the owner of certain real property and presently existing improvements (the "Improvements") located at 6601 Valentine Way, Santa Fe, New Mexico, 87507 (the land underneath the Improvements, excluding the Improvements is hereinafter the "Real Property") and which serves as its principal place of business from which it organizes, conducts, and otherwise performs all tasks in the pursuit of its mission.

C. Solace has expended federal and non-public funds to acquire, maintain, improve, and do all things necessary for the Real Property and Improvements thereon to serve as its principal place of business. The New Mexico Finance Authority and Los Alamos National Bank hold mortgages on the Improvements.

CITY OF SANTA FE-SOLACE QUITCLAIM, LEASE AND  
REPURCHASE AGREEMENT

D. The City has determined that the services that Solace provides are essential for the health, wellbeing, and safety of the community and there exists an ongoing need for such services to continue in the City of Santa Fe. The City and Solace have entered into a Professional Services Agreement (hereinafter the "Services Agreement I") where the City pays Solace for services provided to community members under City Contract #15-0549, hereby attached as Attachment "C". The City also pays Solace for services for a domestic violence coordinator and training under City Contract #15-0549.

E. The City and Solace have determined that the Improvements located on the Real Property are in need of repair and renovation, including but not limited to roof repair, consistent with the terms and conditions of the Appropriation.

F. Solace did not obtain private sector financing for the repair and renovation. The 2013 legislature did make an appropriation for the repair and renovation. The City and Solace recognize that utilizing the 2013 Appropriation for its stated purpose will be for the benefit of the City and Solace as well as the public which they serve.

G. The City, in accordance with the Grant Agreement intends to expend the 2013 Appropriation to plan, design, repair, renovate and equip the Improvements(hereinafter "Renovations").

H. In order to satisfy the requirements of Article IX, Section 14 of the Constitution of the State of New Mexico and State Rule 2.61.68(G)(1)(A) NMAC, which prohibits donations to or in aid of any person, association, or public or private corporation, Solace has agreed to grant to the City by way of a quitclaim deed, a copy of which is attached as Attachment "B", all its rights title and interest in and to the existing improvements and the Renovations situated on the Real Property. Title to the Real Property shall remain with Solace.

I. Solace has an equitable interest in the Real Property and Improvements insofar as they were owned by Solace prior to being further improved and insofar as private funds of Solace contributed to the acquisition and Improvements to the Real Property.

J. Solace, prior to deeding the Improvements to the City, will seek and receive written approval of the attached Consent to Mortgage, which is attached as Attachment "A" by the two existing mortgage holders, the New Mexico Finance Authority ("NMFA") and the Los Alamos National Bank ("LANB"). Solace wishes to, in the future, repurchase the Improvements and Renovations from the City through consideration of services provided to the City.

K. The City intends to make a determination that Solace as owner of the Real Property qualifies as the sole source under the procurement code for providing services through programs and activities upon the Real Property and utilizing the presently existing Improvements and future Renovations in pursuit of its mission.

CITY OF SANTA FE-SOLACE QUITCLAIM, LEASE AND  
REPURCHASE AGREEMENT

NOW THEREFORE, conditioned upon the City entering into and fully executing a Grant Agreement with the Local Government Division of the New Mexico Department of Finance and Administration for the purpose of granting funds to the City in the amount of two hundred and sixteen thousand dollars (\$216,000) from the local government division of the department of finance and administration which were appropriated to the LGD by the 51<sup>st</sup> Legislature of the State of New Mexico during the First Session of 2013 to plan, design, repair, renovate and equip the sexual assault service provider and trauma treatment center and site, including purchasing and installing information technology and related infrastructure in Santa Fe and upon NMFA and LANB fully executing the Consent to Mortgage and upon the quitclaim deed by Solace to the City, and in consideration of the foregoing, the following and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the City and Solace hereby agree as follows:

1. QUITCLAIM DEED OF THE IMPROVEMENTS FROM SOLACE TO THE CITY

Solace shall, by quitclaim deed, convey and grant all existing Improvements to the City, in the form attached as ~~Attachment~~ "B". The City shall record such deed in the County Clerk's office, Santa Fe County, New Mexico.

2. LEASE OF REAL PROPERTY FROM SOLACE TO THE CITY

Solace agrees to lease the Real Property under the existing Improvements and future Renovations to the City for one dollar (\$1.00) per year for so long as the City is fee simple owner of the existing Improvements and future Renovations.

3. LEASE OF IMPROVEMENTS AND RENOVATIONS FROM CITY TO SOLACE

After the recordation of the quitclaim deed, the City hereby agrees to lease to Solace the Improvements and the subsequent Renovations made pursuant to the 2013 Appropriation to Solace. Solace, as Lessee, shall be responsible for all maintenance and operation of the facility.

- A. Monthly Rent. The Monthly Rent for lease of the Improvements and Renovations shall be at fair rental value ("Monthly Rent") which shall be in direct proportion to the rent per square foot paid by the City for space in that same building (currently, 1,188 square feet of the 11,600 square foot building), minus overhead such as utilities, use of kitchen, alarm system, janitorial and receptionist services and use of fax/copy machines, which the City pays extra for. The Monthly Rent for the Improvements based on the City lease in effect with Solace at the time this Agreement equals \$13,533.33. In no event shall the Monthly Rent be less than an amount equal to the total monthly mortgage obligation owed by Solace to Los Alamos National Bank (LANB), the New Mexico Finance Authority (NMFA), or any other mortgagee (hereinafter the "Lease Amount"). The Monthly Rent amount to cover the mortgage obligation shall be paid monthly by Solace to the

mortgagees, currently, LANB and the NMFA, pursuant to the terms and conditions of any agreement establishing the manner for repayment of any loans secured by any mortgage on the Real Property or any improvements thereon and in accordance with the Consent to Mortgage executed by LANL and NMFA, attached hereto as ~~Attachment "A"~~. Any amount of services under the terms of Services Agreement I provided that exceed the contractual requirements and for which Solace is not otherwise compensated may be applied to the amount needed to account for the remainder of the Monthly Rent due.

1. Due Date: On the 20<sup>th</sup> of each month, Solace shall pay the Monthly Rent due, in either cash to the City or via an accounting of services rendered to the City under Services Agreement I, or any combination thereof, by providing such documentation to the City Community Services Department. Solace shall keep written records of these amounts and services according to the terms of Services Agreement I.
2. Deferral Prior to Receiving Notice to Proceed. During the period of time between the transfer of title of the Improvements from Solace to the City, to the time of Solace's receipt of the Notice to Proceed, the Monthly Rent payments due in excess of the monthly mortgage payments shall be deferred until after Solace's repurchase of the Improvements. Solace shall keep written records of these amounts and services according to the terms of Services Agreement I.

B. Repurchase Credits.

1. Monthly Credits. Any amount of services under the terms of Services Agreement I provided that exceeds the contractual requirements applied to the amount needed to account for the remainder of the Monthly Rent due can be counted to the amount needed to repurchase the building.
2. Excess Credits. Any amount of services under the terms of Services Agreement I provided that exceeds the contractual requirements and exceeds the Monthly Rent due can be counted to the amount needed to repurchase the building.
3. Solace shall keep written record on these amounts.

C. Police Department Lease. The lease between the City and Solace that currently exists in which the City, via the Santa Fe Police Department under City Contract #~~15~~, to pay Solace for use of a space in the presently existing improvements shall continue according to its terms.

4. SALE OF THE PRESENTLY EXISTING IMPROVEMENTS AND RENOVATIONS FROM THE CITY TO SOLACE

- A. If requested in writing by Solace, after the completion of the Renovations made pursuant to the 2013 Appropriation, the City may agree to sell the presently existing Improvements and Renovations back to Solace for an amount equal to the Appropriation plus any additional investment by the City or future legislative

appropriations expended to make additional Renovations (the "Sale Amount"). The parties agree that the Sale Amount is subject to change in the event that the City or the State appropriates and utilizes additional funds for plan, design, repair, renovation and equipping, including purchasing and installing information technology and related infrastructure. Solace shall record such transfer of title in the County Clerk's office, Santa Fe County, New Mexico.

- B. Solace may pay the Sale Amount by: (a) providing at least \$216,000 in cash or Excess Credits; and (b) providing the remainder in cash or Monthly Credits.
- C. At any time before Solace receives a Notice to Proceed, either party may rescind this Agreement by providing written notice to the other party. All parties will return to their original positions. Primarily, the City will convey and grant via a quitclaim deed the existing Improvements back to Solace without any rent due for this period, and Solace shall record such deed in the County Clerk's office. The amount of Solace's accrued services, if any, in lieu of payment of Monthly Rent may be transferred as a services credit to the Services Agreement 1.

5. SERVICES TO BE PROVIDED BY SOLACE TO CITY IN LIEU OF PAYMENT OF CASH FOR FULL SALE AMOUNT

As stated in Paragraph 4, Solace may repurchase the Improvements and Renovations from the City, either by way of cash or, in lieu of cash, may provide the services for the City, which are in addition to services currently being compensated for by agreement as referenced in Paragraph 3. Such services may be in lieu of the Sale Amount in cash as long as the services are equal to or greater in value to the Sale Amount. Solace agrees to provide the City with the necessary documentation to prove that it has fulfilled the Sale Amount by the rendering of uncompensated services to the City.

6. FUTURE RENOVATIONS

Except for Renovations made pursuant to the 2013 Appropriation which have already been authorized, initiated, or completed, the parties agree that no future improvements shall be made which significantly increase the Sale Amount unless agreed upon in writing by the City and Solace.

7. TERM AND TERMINATION

A. This Agreement shall be effective from the date executed by both parties after approval and adoption by the Governing Body however, said execution shall not occur until the Consent to Mortgage is fully executed by NMFA and LANB and the Quitclaim Deed is recorded in the records of Santa Fe County clerk. The lease term from the City to Solace is one (1) year with additional one (1) year renewal terms, as needed. Solace, the Lessee, may renew the term

by sending written notification to the City, the Lessor, no later than 15 days prior to the termination of the term.

8. ASSIGNMENT

Solace and City shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement.

9. LIABILITY AND INSURANCE

It is expressly understood and agreed by and between Solace and the City that Solace shall defend, indemnify and hold harmless the City for all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, actions or demands whatsoever resulting from Solace's actions or inactions as a result of this Agreement. Solace shall maintain adequate general liability insurance for the Real Property and Renovations in at least the amount of \$1,000,000.00 and shall provide proof of such insurance coverage to the City.

10. THIRD PARTY BENEFICIARIES

By entering into this Agreement the parties do not intend to create any right, title or interest in or for the benefit of any person or entity other than the City and Solace. No person or entity shall claim any right title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

11. RECORDS AND AUDITS

Solace shall maintain detailed time records which indicate the date, time and nature of all services which shall be credited as payments made toward lease and repurchase of the Renovations. These records shall be subject to inspection by the City, the Department of Finance and Administration, the State Auditor, and the Legislative Finance Committee. Any client-specific information produced, compiled, maintained, or produced by the Contractor, including protected health information, shall remain confidential and shall not be disclosed to the City or any other agency unless permitted by law.

12. APPROVAL BY ORDINANCE

The terms of this Lease Repurchase Agreement are contingent upon approval of this agreement by the City's Governing Body and the adoption of an ordinance, in accordance with notice and public hearing requirements of the City and State.

13. APPROVAL BY SECURED CREDITORS

The terms of this Lease Repurchase Agreement are contingent upon approval of this agreement by any creditor having a mortgage on the Real Property, in accordance with the terms

and conditions of that creditor's agreement with Solace (Los Alamos National Bank and New Mexico Finance Authority).

14. SUBLEASES

Neither party shall sublease any portion of the Real Property, presently existing improvements, or Renovations, without the prior written approval of the other party.

15. FUTURE CONVEYANCES OF REAL PROPERTY, PRESENTLY EXISTING IMPROVEMENTS, OR RENOVATIONS

Neither party shall convey or encumber any interest in the Real Property, presently existing improvements, or Renovations, without the prior written approval of the other party.

16. AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties or applicable lienholders hereto.

17. APPLICABLE LAW

This Agreement shall be governed by the ordinances of the City of Santa Fe and the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date signed by both parties, whichever occurs last.

**CITY OF SANTA FE:**

\_\_\_\_\_  
JAVIER M. GONZALES, Mayor

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, City Clerk

APPROVED:

\_\_\_\_\_  
OSCAR S. RODRIGUEZ, City Finance Director

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
KELLEY A. BRENNAN, City Attorney

CITY OF SANTA FE-SOLACE QUITCLAIM, LEASE AND  
REPURCHASE AGREEMENT

**CONTRACTOR:**

\_\_\_\_\_  
MARIA JOSE RODRIGUEZ CADIZ  
Executive Director  
Solace Crisis Treatment Center

STATE OF NEW MEXICO     )  
  ) ss.  
COUNTY OF SANTA FE     )

The foregoing instrument was signed and sworn before me on \_\_\_\_\_, 2015, by MARIA JOSE RODRIGUEZ CADIZ as Executive Director of SOLACE CRISIS TREATMENT CENTER.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(seal)

CITY OF SANTA FE-SOLACE QUITCLAIM, LEASE AND  
REPURCHASE AGREEMENT

p. 8



**CONSENT AND AGREEMENT TO CONVEY**  
**MORTGAGED PROPERTY**

THIS CONSENT AND AGREEMENT TO CONVEY MORTGAGED PROPERTY (hereinafter "Consent"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between Solace Crisis Treatment Center (formerly known as the Santa Fe Rape Crisis & Trauma Treatment Center) (hereinafter referred to as "Mortgagor") and the New Mexico Finance Authority and Los Alamos National Bank (collectively referred to as "Mortgagees"), which hereby consent to the transfer and conveyance of the building and other presently existing improvements, situated upon the land subject of the Mortgage referenced herein, to the City for the reasons stated below, subject to the terms and conditions provided herein.

**WHEREAS:**

A. Mortgagor is the owner of the fee simple interest in certain real property consisting of the land (hereinafter "Land") and improvements located thereon (hereinafter "Improvements") (collectively referred to as the "Mortgaged Property") located at 6601 Valentine Way, Santa Fe, New Mexico, 87507 which serves as its principal place of business from which it organizes, conducts, and otherwise performs all tasks in the pursuit of its mission.

B. Mortgagor and Mortgagees are parties to a properly executed and valid Mortgage on the Mortgaged Property, securing the debt of the Mortgagor to the Mortgagees, filed with the Clerk of Santa Fe County on February 2, 2009 as Instrument No. 1550886 (the "Mortgage"). A true and correct copy of the Mortgage is attached hereto as Attachment A and the terms and conditions of the same are incorporated herein by reference.

C. The Mortgage at Paragraph 10 on Page 5 places specific restrictions on the Mortgagor's ability to sell, transfer, convey, or alienate the Mortgaged Property, for any purpose, without the prior written consent of the Mortgagees.

D. For the reasons that follow, the Mortgagees will consent to a transfer or conveyance of the Improvements to the City on the terms and conditions stated herein.

E. The 2013 NM State Legislature appropriated two hundred and sixteen thousand dollars (\$216,000.00) from the Department of Finance and Administration (DFA), Local government Division (LGD) by the 51<sup>st</sup> Legislature of the State of New Mexico during the First Session of 2013 to plan, design, repair, renovate and equip the sexual assault service provider and trauma treatment center and site, including purchasing and installing information technology and related infrastructure in Santa Fe (hereinafter the "2013 Appropriation"); and the City, in accordance with DFA requirements, intends to expend the 2013 Appropriation to plan, design, repair, renovate and equip the Improvements.

F. Mortgagor is the only sexual assault service provider and treatment center providing the following services in the City of Santa Fe: education and training to promote the prevention of sexual violence; maintenance of crisis response services for those affected by sexual violence; assistance to survivors and their families to overcome the trauma associated with sexual violence; treatment and rehabilitation for people affected by sexual violence; therapeutic services to sexually aggressive children to stop the cycle of sexual violence; working

with other groups, agencies, and organizations to inform, educate, respond and heal the community; providing a presence in the court to better ensure justice for all parties involved in sexual violence.

G. The City has determined that the services that Mortgagor provides are essential for the health, wellbeing, and safety of the community and there exists an ongoing need for such services to continue in the City of Santa Fe.

H. The City and Mortgagor have determined that the 2013 Appropriation should be utilized towards the design, improvement, equipment and renovation of the Improvements on the Mortgaged Property consistent with the terms and conditions of the 2013 Appropriation.

I. The City and Mortgagor recognize that utilizing the 2013 Appropriation for the purpose for which it was created will be for the benefit of the City and Mortgagor as well as the public which they serve.

J. In accordance with DFA's requirements, the City shall expend the 2013 Appropriation to plan, design, repair, renovate and equip the Improvements on the Mortgaged Property.

K. In order to satisfy the requirements of Article IX, Section 14 of the Constitution of the State of New Mexico, which prohibits donations to or in aid of any person, association, or public or private corporation, the City will require Mortgagor to convey and transfer to the City by way of a quitclaim deed, a copy of which is attached as Attachment B, all its rights, title, and interest in the presently-existing Improvements located on the Land. After the expenditure of the full 2013 Appropriation to design, improve, equip and renovate the Improvements, Mortgagor intends to re-purchase the Improvements, as improved and renovated, from the City for the fair market value of the 2013 Appropriation and any additional future improvements, pursuant to a Services Agreement and a Quitclaim, Lease and Repurchase Agreement which will be executed upon Mortgagees' written consent. Title to the Land situated under the Improvements will, at all times, remain with the Mortgagor and shall not transfer to the City.

NOW THEREFORE, in consideration of the foregoing, the following and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Mortgagor and Mortgagees agree as follows:

1. CONSENT TO TRANSFER AND CONVEY

a. Mortgagees consent that Mortgagor may transfer and convey the Improvements to the City, for the purpose stated in the recitals above which are incorporated herein, subject to the following conditions.

b. Mortgagees agree that the transfer and conveyance authorized by this Consent shall not give rise to a default under the Mortgage.

2. CONDITIONS OF CONSENT

a. Mortgagor shall remain obligated as provided by any promissory note which is secured by and referenced in the Mortgage, and nothing herein or in any other agreement in which the Mortgagor is a party concerning the Mortgaged Property, Land, or any Improvements shall be construed to modify, revise, or otherwise impair Mortgagees' rights its notes or its Mortgage.

b. Mortgagor shall continue to be bound by the terms and conditions of the Mortgage and nothing stated herein shall be construed to modify any term or condition therein agreed upon. Consequently, Mortgagor agrees that it will continue to act in accordance with all such terms and conditions of the Mortgage after the transfer and conveyance authorized by this Consent.

c. In the event of Mortgagor's default, as provided by the Mortgage, Mortgagees shall be entitled to avail themselves of all rights of which they are entitled under the Mortgage and applicable laws of the State of New Mexico, whether or not title to any Improvements on the Land has vested in the City or has been re-conveyed back to the Mortgagor.

d. Mortgagor shall keep Mortgagees reasonably apprised of any matters relating to this matter, especially as it relates to the Improvement, Land, and Mortgaged Property at the addresses indicated in the Mortgage at Paragraph 21.

e. Commonwealth Land Title Insurance Company, as indicated by the signature of its authorized representative below, provides assurance that the Loan Policy of Title Insurance (Policy No. L 6311007873) will continue to insure against all covered risks so long as the insured party under the policy retains an estate or interest in the Mortgaged Property or holds an obligation secured by a mortgage and that the insured party under this policy will continue to have coverage after the transfer and conveyance authorized by this Consent.

IN WITNESS WHEREOF, the parties have executed this Consent as of the date first written below.

**AS TO THE MORTGAGEES:**

**Approved by:**

\_\_\_\_\_  
Jeff Nitzel, Commercial Loan Officer  
Los Alamos National Bank

\_\_\_\_\_  
Robert P. Coalter, CEO  
New Mexico Finance Authority

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**ACKNOWLEDGEMENTS**

STATE OF NEW MEXICO   )  
  ) ss.  
COUNTY OF SANTA FE    )

The foregoing instrument was signed and sworn before me on \_\_\_\_\_, 2015 by  
Jeff Nitzel, as Commercial Loan Officer of LOS ALAMOS NATIONAL BANK.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(seal)

STATE OF NEW MEXICO   )  
  ) ss.  
COUNTY OF SANTA FE    )

The foregoing instrument was signed and sworn before me on \_\_\_\_\_, 2015 by Robert  
P. Coalter, as CEO of the NEW MEXICO FINANCE AUTHORITY.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(seal)

**AS TO THE MORTGAGOR:**

\_\_\_\_\_  
MARIA JOSE RODRIGUEZ CADIZ  
Executive Director  
Solace Crisis Treatment Center

\_\_\_\_\_  
DATE

**ACKNOWLEDGEMENT**

STATE OF NEW MEXICO     )  
  ) ss.  
COUNTY OF SANTA FE     )

The foregoing instrument was signed and sworn before me on \_\_\_\_\_, 2015 by MARIA JOSE RODRIGUEZ CADIZ as Executive Director of SOLACE CRISIS TREATMENT CENTER.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(seal)

Approved by:

Commonwealth Land Title Insurance Company

\_\_\_\_\_  
Authorized Representative for  
Commonwealth Land Title Insurance Company

\_\_\_\_\_  
DATE

STATE OF NEW MEXICO       )  
  ) ss.  
COUNTY OF SANTA FE       )

**ACKNOWLEDGEMENT**

The foregoing instrument was signed and sworn before me on \_\_\_\_\_, 2015 by \_\_\_\_\_  
as \_\_\_\_\_ (title) of COMMONWEALTH LAND TITLE  
INSURANCE COMPANY.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(seal)